IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

TUESDAY, THE TWENTY EIGHTH DAY OF DECEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE K.C. BHANU

WRIT PETITION NO : 24124 of 2004

Between:

Mohd.Shafiuddin

S/o.Babu Miyan, Occ: Business, R/o.H.No.5-8-124/2

Shantinagar, Sangareddy District, Medak

..... PETITIONER

AND

1. Regional Manager/R.R

   A.P.S.R.T.C. Mahatma Gandhi Bus Station

   Imliban, Hyderabad

2. The Depot Manager, A.P.S.R.T.C.

   Vikarabad Depot, Rangareddy District

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to call for the record in file No.P3/122(106)/2002-RR from the office of respondents and the order dt.14-9-2002 forfeiting the security deposit amount of Rs.45,000/- of the petitioner may be declared null and void and be quashed by issue of any appropriate writ, order or direction particularly in the nature of writ of certiorari in the interest of justice.

Counsel for the Petitioner:MR.MOHD. GHULAM HUSSAIN

Counsel for the Respondent Nos.1 & 2: MR.V.T.M.PRASAD, STANDING COUNSEL

The Court at the stage of admission, made the following :

ORDER:

Challenging the proceedings dated 14.9.2004 forfeiting the security deposit amount of Rs.45,000/- of the petitioner issued by the respondent No.1, the present writ petition is filed.

The learned counsel appearing for the petitioner contended that the

petitioner before one month from the conclusion of the contract period has been withdrawn from the contract for want of labour and not providing parking driver. Therefore, he prays to quash the impugned proceedings.

On the other hand, the learned Standing Counsel appearing for the respondent-Corporation contended that in terms of the agreement, if party wants to withdraw from the contract, three months notice has to be given and such notice is not given and therefore, the impugned order does not suffer from any serious legal infirmities so as to call for any interference by this Court.

As seen from the impugned order, no notice was given for withdrawal from the contract. The reason given by the petitioner is that due to getting loss, he had withdrawn from the contract with effect from 23.4.2004. The impugned order is passed forfeiting the security deposit amount in consonance with the conditions of the deed of agreement. Therefore, the order does not suffer from any incurable legal infirmities so as to call for any interference by this Court. However, since the petitioner is a poor man and as he was getting losses in the contract work and due to inadvertence, he could not give advance notice, necessary direction can be given to writ petitioner to file a representation to respondents.

Therefore, the petitioner is directed to file an application before the respondent-Corporation and the same shall have to be considered sympathetically for returning the security deposit amount deducting proportionately for the period of contract work done by him.

The writ petition is accordingly disposed of. No order as to costs.

28.12.2004

NOTE: Office to furnish C.C within three days.

(B.O)

bsv

To

1. Regional Manager/R.R

A.P.S.R.T.C. Mahatma Gandhi Bus Station

Imliban, Hyderabad

2. The Depot Manager, A.P.S.R.T.C.

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3. 2 CD copies